

## Master Tools Agreement

THIS Master Software Tool License Agreement (this “Agreement”), is entered into as of \_\_\_\_ 2013 by and between \_\_\_\_\_ having its registered office at \_\_\_\_\_ (“Licensee”) and Tata Consultancy Services Ltd. a company incorporated under the Companies Act, 1956 with its corporate office at TCS House, Raveline Street, Fort, Mumbai – 400 001, India (“TCS”). Licensee and TCS are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### 1. DEFINITIONS

<b>Affiliate</b>	Shall mean, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person.
<b>Agreement</b>	Shall mean this Software License Agreement including all applicable Schedules, Exhibits, Attachments and Product Appendices hereto.
<b>ASP</b>	Shall mean an application service provider providing another Person software-based application solutions that enables such other Person with transaction processing ability by remote access or other available means through the application software installed at such service provider’s site.
<b>Authorized User(s)</b>	Shall mean the individual employees, contractors and agents of Licensee authorized by Licensee to Use the Licensed Material, within the limits of Licensed Operations prescribed in the relevant Product Appendix, in accordance with Clause 2.2 of the License Agreement.
<b>BSP</b>	Shall mean a provider of business processing services, including management of the associated business process as a service bureau, using software based application solutions.
<b>Control</b>	Shall mean in respect of any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of that Person, and (b) ownership of more than fifty percent (50%) of the voting securities of such Person.
<b>Derivative Works</b>	Shall mean works that are based upon or derived from Licensed Material or other proprietary material, including without limitation, a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such material or any proprietary portion thereof may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the Intellectual Property Rights in such material would constitute an infringement of any such proprietary right.
<b>Documentation</b>	shall mean the documentation described in <b>Schedule A</b> .
<b>Enhancement</b>	Shall mean any customization, modification, addition, revision, enhancement and improvement of Licensed Material provided pursuant to an agreement including any and all maintenance services work result.
<b>Intellectual Property</b>	Shall means all algorithms, apparatus, circuit designs and assemblies, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and service marks, brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, photo masks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property.

<b>Intellectual Property Rights</b>	Shall mean all past, present, and future rights in or to intellectual property and includes without limitation (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights and rights in relation to breach of confidence; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) herein.
<b>License Fee</b>	Shall mean <b>A)</b> for the licensed Products listed in <b>Schedule A</b> , the initial license fees (“Initial License Fees” or “ILF”) and recurring license fees (“Recurring License Fees” or “RLF”) described in the relevant Product Appendix; and <b>B)</b> if Licensee and TCS agree to license additional programs or material under this Agreement, the applicable additional license fee in accordance with the relevant Product Appendix or the applicable amendment to an existing Product Appendix.
<b>Licensed Material</b>	Shall mean collectively: α) The Products in the version described in <b>Schedule A</b> to be delivered to Licensee by TCS in accordance with this Agreement, β) Enhancements and Derivative Works, if any, provided to Licensee in accordance with the relevant agreement, and χ) any Upgrades and Documentation thereof received by Licensee pursuant to the relevant agreement
<b>Licensed Operations</b>	Shall mean the operations of the Licensee for which the Licensee is entitled to Use Licensed Material pursuant to the license granted under this Agreement, with the restrictions on the scope of license as set out in this Agreement and the relevant Product Appendix.
<b>Licensed Territory</b>	Shall mean the country or countries or such geographical area(s) specified in the relevant Product Appendix, within which the Use of Licensed Material is permitted under this Agreement.
<b>Open Source Software</b>	Shall mean the open source software items listed in <b>Schedule C</b>
<b>OSS License Agreement</b>	Shall mean the relevant Open Source Software License Agreement identified with respect to each Open Source Software in <b>Schedule C</b> hereto.
<b>Permitted Site</b>	Shall mean Licensee’s premises identified and set out in the relevant Product Appendix or such other location owned or leased by or under the control of Licensee that may be substituted in accordance with clause 2.5.
<b>Product(s)</b>	Shall mean the MasterCraft™ range of <u>software tools</u> of TCS described in <b>Schedule A</b> licensed to Licensee under this Agreement.
<b>Product Appendix</b>	Shall mean each appendix substantially in the format given in <b>Schedule B</b> hereto, executed between the Parties pursuant to this Agreement and describing the specific terms applicable to each of the Products licensed hereunder. Each executed Product Appendix shall form part of this Agreement.
<b>Maintenance Services</b>	Shall mean, the maintenance and support services, including any service levels (if any) provided by TCS in accordance with a separate maintenance services agreement to be executed between the parties as stated in Section 13.1.
<b>Source Code</b>	Shall mean computer program instructions written in a high-level programming language, which is readable by appropriately trained human beings. Source code must be converted to object code, i.e. machine readable language, before a computer can read and execute the program.
<b>Target Environment</b>	Shall mean Licensee’s main processing computer system hardware, software and operating environment as described in the relevant Product Appendix.

<b>Term</b>	Shall mean Initial Term and Renewed Term as defined in clause 9.1.
<b>Upgrade</b>	Shall mean any future releases of the Product, if any, planned and developed by TCS, from time to time, for general distribution to the licensees of the Product who purchase or subscribe to the Maintenance Services for the Licensed Material.
<b>Use</b>	Shall mean operating the Licensed Material in object code (machine readable form) only for the business operations and as limited in scope by the Licensed Operations of the Licensee, including the acts of installing, executing, processing, transmitting, transferring, loading and storing of data by Authorized Users in connection with the business of the Licensee.

In the event of any conflict between the provisions of this Agreement and the provisions of the schedules, exhibits, attachments or appendices, hereto or any related agreement, the provisions of this Agreement in clauses 2, 6, 7, 8 and 9 shall prevail with respect to any matters relating to scope of license, confidentiality obligations, ownership of Intellectual Property and Intellectual Property Rights, indemnification obligations and limitation of liability. With respect to any other matters, the provisions of the Schedules, Appendices, exhibits and attachments or related agreement shall prevail. For avoidance of doubt, if any Product Appendix contains certain special terms that are applicable to the relevant Product, to the extent such special terms do not conflict with the aforesaid provisions of the Agreement, the special terms in the Product Appendix shall prevail.

## 2. LICENSE

2.1 This Agreement and the terms of license apply to the Products listed in **Schedule A**.

### 2.2 Grant of License

- a) Subject to the terms and conditions set forth in this Agreement and payment by the Licensee of the applicable License Fees, other charges agreed in this Agreement and Licensee availing the Maintenance Services from TCS in respect of the Licensed Material for Initial Term, TCS hereby grants to Licensee and Licensee hereby accepts, , non-exclusive, non-transferable and limited in time license to Use and to permit Authorized Users to Use the Licensed Material in object code (machine readable form) only (except as otherwise provided in clause 19 with respect to Open Source Software) at Permitted Sites, on the Target Environment and for the Licensed Operations during the Term. The forgoing license does not:

- ✕👤 authorize installation of the Licensed Material at any site other than the Permitted Site(s) and,
- ✕✕👤 permit access to and Use of the Licensed Material for any purpose other than as permitted under this Agreement and,
- ✕✕✕👤 permit access to and Use of the Licensed Material by any Person other than Authorized User and,
- ✕❖👤 permit access to and Use of the Licensed Material other than for the Licensed Operations.

The License granted to the Licensee is conclusively defined in this Agreement and the relevant Product Appendix. Any extension or change of the contractual Use of the License Material requires TCS' prior written consent and authorization. The Licensee is responsible to ensure compliance with all license restrictions and other applicable terms and conditions of this Agreement by each Authorized User. If the Licensed Operations permit Use of the Licensed Material by an Affiliate of Licensee at any time under this Agreement, Licensee shall ensure that such Affiliate shall agree and abide by the terms and conditions of this Agreement and shall assume full responsibility for any act or omission of such Affiliate. Any breach or non compliance of the terms and conditions of this Agreement by any Authorized User shall be deemed to be a breach or non compliance by the Licensee. The Licensee will indemnify and defend TCS in respect of any breach of this Agreement by Authorized Users or in respect of any act (or failure to act) by the Authorized Users which would constitute breach of this Agreement if carried out by the Licensee.

- b) The license granted hereunder does not authorize the Use of the Licensed Material for :
- processing any business of any Affiliate of Licensee ("Affiliate's Business"),

- for additional business of Licensee or an Affiliate resulting from or arising in connection with the acquisition by Licensee or a permitted Affiliate of the assets or business of any other entity or merger or amalgamation of another entity with Licensee or its permitted Affiliate ("Acquired Business").

Each Affiliate Business and Acquired Business is referred to in this Agreement as a "New Business."

- c) The Licensee may increase or extend the Licensed Operations including for the purpose of any New Business, only with the prior written consent of TCS and payment of then current additional License Fees payable, if any, for such increase or extension of the Licensed Operations. If at any time Licensee desires to so increase or extend the License Operations, TCS and Licensee will negotiate in good faith the terms and conditions and the applicable additional License Fee for such increase or extension.
  - d) TCS may, not more than once every six months and upon not less than ten (10) Business Days notice to Licensee, audit Licensee's use of the Licensed Material for compliance with this clause 2. If any audit reveals Licensee to be in breach of Licensed Operations permitted under the relevant Product Appendix, resulting in a License Fee deficiency, Licensee shall be liable to pay TCS immediately on demand additional License Fee, equal to two times the applicable license fee as per then current TCS price list, with respect to the increased or extended use of the Licensed Material revealed by the audit. Payment of the amounts as stated above shall not release the Licensee from its contractual obligations. TCS and/or its licensors expressly reserve the right to claim damages for any further prejudice.
- 2.3 The Licensee acknowledges that any modification, alteration, enhancement or customization to the Products or the Licensed Material may be carried out only by TCS or with the prior written consent of and based on specific agreement with TCS and no third party other than TCS, may be allowed to provide such services. Before involving any third party in carrying out any modifications, alterations or enhancements to the Products, if permitted by TCS, the Licensee shall provide TCS with a written, legally binding statement of the third party, whereby it assumes an undertaking towards TCS and its licensors that it will observe the provisions of this Agreement.
- 2.4 The Licensee shall retain all of TCS' and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Licensed Material. Licensee shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS' Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Licensed Material or components thereof provided to Licensee hereunder. without prior written approval. The Licensee shall include on all copies of all or part of the Licensed Material including the Documentation, a reproduction of TCS' and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice as they appear in Licensed Material. Licensee will have no rights in any trademarks or service marks or trade names adopted by TCS and/or its licensors for the Licensed Material or any part thereof
- 2.5 Copying of the Licensed Material is prohibited unless expressly authorized in this Agreement or the relevant Product Appendix or otherwise in writing by TCS. Licensee is responsible for controlling the original Licensed Material and any copies thereof and ensuring that the Use thereof is in accordance with the terms of this Agreement. All software and hardware equipment onto which all or part of the Licensed Material is copied must always be in a Permitted Site and in direct possession and control of Licensee. Licensee may, upon written advance notice to TCS, relocate the Licensed Material to another Permitted Site and may install or permit the installation of the Licensed Material at such new Permitted Site, provided that the Licensed Material shall not be installed at more than one Permitted Site at any given time, and as soon as Licensee relocates the Licensed Material to a new Permitted Site, Licensee will notify TCS of the address of the new Permitted Site. Licensee is responsible to include reproduction of all of TCS' copyright notice and other TCS proprietary markings on every copy of the Licensed Material made by or on behalf of Licensee as they appeared in the Licensed Material. Copies which are no longer needed must immediately be destroyed. Except as provided in this Agreement, Licensee shall not, nor permit others to, make copies of the Licensed Material.

- 2.6 Neither Licensee nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Licensed Material or otherwise grant any right under this Agreement to any third party, without the prior written consent of TCS. Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Licensee is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Licensed Material or any part thereof and except as permitted the Licensee is not authorized to create Enhancements to or Derivative Works of the Licensed Material or any portions thereof.
- 2.7 Licensee shall not use or permit any other Person to use the Licensed Material to provide any ASP or BSP services. Licensee shall not use the Licensed Material to provide services for processing any data or information or material to any third parties as a processing service, whether as a service bureau or otherwise. Licensee shall not rent, lease, lend or provide commercial hosting services with the Licensed Material.
- 2.8 Should the Licensed Material be used beyond the license set out in this clause 2, TCS shall be entitled to terminate the license granted hereunder in respect of such Licensed Material, without prejudice to any other rights or remedies TCS may have under this Agreement or otherwise.

### **3. DELIVERY AND ACCEPTANCE**

- 3.1 The delivery of the Licensed Material shall be effected when TCS transfers the appropriate data media to the Licensee or transmits the Licensed Material by telecommunication facilities. When using the Licensed Material, the Licensee shall observe the guidelines set down in the pertinent Documentation. The Licensee agrees to install any Upgrades of the Licensed Material in due time.
- 3.2 Licensee shall be responsible for choosing, installing and using the Licensed Material and for the results achieved therewith. Licensee is aware of the essential functional features of the Licensed Material and it is responsible for ensuring that the Licensed Material satisfies its requirements. When using the Licensed Material, Licensee shall observe the guidelines set down in the pertinent Documentation. Licensee agrees to install any Upgrades of the Licensed Material in due time.
- 3.3 The Licensee undertakes to ensure that telecommunication lines are available and maintained between the Permitted Site and TCS' nominated support facilities as indicated in the Product Appendix. The Licensee shall also take reasonable precautions in case all or some of the Licensed Material supplied to it works incorrectly, such precautions being emergency procedures, data protection, regular back-up of data, virus checks, regular checks of results, etc.
- 3.4 The Licensed Material shall be deemed to have been accepted 5 days after delivery thereof to the Licensee unless within that period the Licensee makes a report to the contrary to TCS in relation to the Licensed Material according to the agreed process. Complete or partial commencement of the processing of its operations by the Licensee using all or part of the Licensed Material shall be deemed to be immediate acceptance of all the Licensed Material.

### **4. LICENSE FEES**

- 4.1 For the Products listed in **Schedule A**, Licensee shall pay to TCS the License Fees in the amount and manner set forth in Product Appendix under **Schedule B** hereunder. TCS shall submit invoices for the License Fees as per the payment terms set forth in Product Appendix. Payment of invoices shall be made by Licensee to TCS within 30 days following receipt of each such invoice. If there is any delay in payment of the amount due, without

prejudice to other rights available to TCS, Licensee shall be liable to pay annual interest @ 18 % p.a., calculated on the amount due from the date the payment became due until the recovery is made in full with interest.

- 4.2 Licensee shall be responsible for any sales, use, value added, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon Licensee or TCS, relating to the Product delivered hereunder or the License Fees payable therefore. Provided however that TCS shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of TCS.

5. **WARRANTY:**

5.1 TCS represents and warrants that for a period of 1 month from delivery of any copy of the Licensed Material to the Licensee, the media in which the Licensed Material are delivered shall be free from defects in material and workmanship, assuming normal Use. Licensee may return any defective media to TCS during this period for replacement free of charge. TCS represents, warrants and covenants to Licensee that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the warranty period, if any, agreed and set forth in the relevant Product Appendix ("Warranty Period") the Licensed Material shall comply with, and achieve the functionality in accordance with the Documentation. Licensee agrees to promptly notify TCS in writing immediately upon discovery of any error or Non-Conformance of the Licensed Material. TCS shall promptly correct or replace any error or defect in the Licensed Material reported by Licensee during the Warranty Period without any additional charges to Licensee for such correction or replacement.

5.2 TCS shall be released from its warranty obligations under this clauses to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which TCS is not responsible, including without limitation:

- α) modification of the Licensed Material after delivery to Licensee if such modification was not made or authorized by TCS; or
- β) use of the Licensed Material contrary to the Documentation provided by TCS; or
- χ) use of the Licensed Material other than in Target Environment or use of the Licensed Material in combination with products and systems not contemplated in the applicable Documentation or Specification; or
- δ) infringing element or defects contained in any Licensee Material.

5.3 Further, TCS shall not be considered to be in breach of the warranties to the extent that TCS offered to Licensee a correction or Upgrade and Licensee failed to implement such correction or Upgrade. In such cases, the work put in by TCS in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with TCS' then current rates of charges. This shall also apply to consequential services or supply of Products in relation to such work, including but not limited to the delivery of a corrected code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. TCS shall also be released from its warranty obligations if Licensee does not advise TCS of a program error promptly or does not put into productive operation a corrected code or a correct Upgrade or version of the pertinent part of Licensed Material provided by TCS in fulfilment of its warranty obligations.

5.4 Further, TCS does not represent or warrant that the Licensed Material provided under this Agreement functions without interruption and without error or that such Licensed Material will operate in every combination desired by Licensee with any data, computer systems and programs of its choice or that the remedying of one program error does not result in the occurrence of other program errors.

5.5 This Licensed Material may contain third party software components. Third party software, if any, contained in this Licensed Software and the use thereof, shall be subject to the terms and conditions of the respective third party vendor(s)/licensor(s). All third party software is/are provided 'AS IS' without any expressed or implied warranty from TCS including, but not limited to, the implied warranty of merchantability or fitness for a particular purpose. Warranties, if any, shall be from the respective third party vendor(s)/licensor(s) as specified in the license agreement with the respective third parties, with the limitations/restrictions as applicable. The license agreement/s in respect of the embedded third party software, is/are provided under **Schedule D** hereunder.

5.6 EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 5, TCS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.

**6. CONFIDENTIAL INFORMATION:**

6.1 Licensee will not disclose any proprietary information that is provided to Licensee under the Agreement or which Licensee may have access to pursuant to the Agreement. Such information may include, but not be limited to, the operation of or methods or techniques or processes used in creating, developing or applying the Software or other proprietary information relating to the trade practices, strategies, or product development plans of TCS. Licensee agrees to prevent unauthorized access to or dissemination of the proprietary information. Licensee acknowledges and agrees that Licensee shall be responsible to ensure Licensee's employees' adherence to the confidential obligations set forth in this Section. However, this restriction does not apply to information which: (a) Licensee independently developed without reference to or use of the Confidential information of TCS; (b) is in public domain without breach of the confidentiality obligation or made public by TCS; (c) is disclosed with TCS' prior written approval; or (d) is revealed pursuant to court order or process of law provided Licensee gave as much advance written notice to TCS as possible regarding the disclosure and cooperated in obtaining injunctive reliefs against such disclosure.

**7. OWNERSHIP AND PROPRIETARY RIGHTS**

7.1 Licensee acknowledges and agrees that TCS and / or its licensor does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Product, Licensed Material and Documentation, including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof even if made by or on behalf of the Licensee. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Licensee of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Product, Licensed Material, Documentation or any Enhancements, Upgrades or Derivative Works thereof. Licensee agrees that TCS shall have the right to list Licensee name in its marketing material and use Licensee logo with respect to such listing and for reference purposes.

7.2 Nothing in this Agreement shall prevent TCS from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.

**8. LIMITATION OF LIABILITY**

8.1 Except as set forth in clauses 8.2, neither Party shall be liable to the other for any indirect, consequential, punitive, special or cover damages including loss of profit, revenue, data, goodwill or investments even if advised of the possibility of such liabilities and the aggregate liability of either Party for all damages arising from or relating to this agreement (whether in contract, tort or any other theories of law) shall not exceed the total amount of License Fees paid by the Licensee to TCS under this Agreement.

8.2 The limitation/exclusion on any Party's liability as set forth in Clause 8.1 shall not apply to liability for damages,

- a) Resulting from the wilful misconduct of that Party, its affiliates, employees or agents, or anyone for whom it is in law responsible;
- b) Breach of the license conditions as set forth in Section 2;
- c) Breach of confidentiality obligations as set forth in Section 6; and
- d) Infringement of Intellectual Property Rights or misappropriation of Intellectual Property.

## **9. TERM AND TERMINATION**

- 9.1 The term of this Agreement shall commence on the Effective Date and shall continue to remain in effect until the expiry of the period set out in the relevant Product Appendix ("Initial Term"), unless terminated in accordance with the provisions herein. The Agreement may be renewed thereafter by the parties on mutually agreed terms and conditions for successive one year periods ("Renewed Term").
- 9.2 TCS may terminate this Agreement forthwith by delivering written notice to this effect to Licensee:
- a) for any breach of any provision of this Agreement which is not curable; or for any breach (es) by Licensee of the provisions of this Agreement which, if curable, remain to be cured on expiry of thirty (30) days cure period provided under a written notice served on the Licensee specifying the breach and seeking cure thereof.
  - b) in the event of the direct or indirect assumption of Control of Licensee, or of substantially all of the Licensee's assets, by any government or governmental agency, or if 50% or more than fifty percent (50%) of the equitable ownership of Licensee is acquired by any competitor of TCS.
  - c) if the Licensee has a receiver, administrator or liquidator appointed to the whole or any substantial part of its assets or if an order is made or a resolution passed for the winding up of the Licensee which is not revoked within seven days or
  - d) if the Licensee assigns or purports or attempts to assign any of its duties or rights under this Agreement without the prior written approval of TCS or other than as allowed pursuant to the terms of this Agreement.
- 9.3 In addition to the right of termination as above said, TCS shall be entitled to recover damages (including consequential and punitive damages where appropriate and applicable) from Licensee and /or obtain injunctive relief for preventing the continued breaches and any future breaches of this Agreement.
- 9.4 In the event of termination of this Agreement for any reason whatsoever or expiry of this Agreement, the rights and licenses granted to the Licensee will immediately terminate and the Licensee will have no further right to use the Licensed Materials. Forthwith on termination or expiry, Licensee must return all the copies of the Licensed Materials, software, documentation and Confidential Information in its possession or control to TCS, or at the sole discretion of and under the written instruction of TCS permanently destroy or disable all such copies. If requested by TCS, a duly authorized officer of the Licensee will certify in writing to TCS that the Licensee has complied with the provisions herein.

## **10. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE**

- 10.1 TCS and Licensee agree that a breach by either of them of its obligations under Section 2, Section 6 or Section 7 may cause irreparable harm which cannot be compensated in money damages. Accordingly, TCS and Licensee each agree that in the event either Party breaches or threatens to breach any of the provisions under Section 2, Section 6 or Section 7, the other Party shall be entitled, notwithstanding the provisions of Section 18 hereunder, to seek, in any court of competent jurisdiction, any equitable or other relief, including without limitation injunctive relief or specific performance, without posting any bond or other security, and in addition to its other remedies.

## **11. ASSIGNMENT**

- 11.1 This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Licensee may not sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of TCS. Any assignment in violation of this clause 11.1 shall be void.

## **12. THIRD PARTY SOFTWARE:**



- 12.1 Licensee acknowledges and agrees that the operation and contractual Use of the Licensed Material require the Target Environment and the use of other third party software products in the versions as specified in the applicable Product Appendix or as otherwise agreed to by the Parties in writing or other third party materials. Licensee shall be responsible for acquiring the Target Environment and all appropriate licenses from the manufacturers or their authorized dealers for such third party software products or materials and complying with the applicable terms and conditions of the respective third parties. Further Licensee shall be responsible for the choice, installation, use and maintenance of the Target Environment and any third party software not forming part of the Licensed Material, which is and/or to be used in relation to the Licensed Material.

**13. MAINTENANCE Services and other services:**

- 13.1 TCS is willing to provide, either by itself or through its Affiliates, Maintenance Services with respect to the Licensed Material at agreed cost, subject to the Licensee executing a separate annual maintenance agreement of TCS and payment of fees for the Maintenance Services as set out therein. The Maintenance Services for the Renewed Term shall be subject to payment by Licensee of the Recurring License Fees for the relevant Renewed Term as well as the applicable fees for the annual Maintenance Services as mentioned in the Product Appendix.
- 13.2 TCS shall also provide any services other than Maintenance Services such as installation, implementation, customisation etc. under a separate contract to be executed between the Licensee and TCS.

**14. INDEMNIFICATION:**

- 14.1 Licensee agrees to indemnify and hold TCS and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand or expense, including reasonable attorneys' fees, due to or arising out of use by TCS of any material provided by or on behalf of Licensee, Licensee's use of the Licensed Material in a manner contrary to the provisions of this Agreement and Documentation or any matters connected therewith.

**15. CONSENT TO USE OF DATA:**

- 15.1 Licensee agrees that TCS and its affiliates may collect and use technical information gathered during its performance under this Agreement. TCS may use this information solely to improve its products or to provide customized services or technologies to Licensee and will not disclose this information in a form that personally identifies Licensee.

**16. FORCE MAJEURE:**

- 16.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

**17. NO WAIVER**

- 17.1 Either Party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

## 18. APPLICABLE LAW

- 18.1 This Agreement shall be governed by laws of India, without giving effect to the conflicts of law principles thereof. Courts in Mumbai shall have the exclusive jurisdiction over any matter arising out of or connected with this agreement.

## 19. OPEN SOURCE SOFTWARE COMPONENT

- 19.1 The Licensed Material may contain Open Source Software components (Open Source Software) as listed in **Schedule C** attached hereto. The Licensee hereby agrees and acknowledges that (i) the said Open Source Software are provided 'AS IS' without any warranty whatsoever from TCS, and (ii) any use of these Open Source Software items shall always be governed by and subject to the terms and condition of the relevant OSS License Agreement identified in **Schedule C**. The Licensee hereby declares to have read and understood the terms and conditions of the respective OSS License Agreements and hereby agrees and undertakes to be bound by such OSS License Agreement. Any express or implied warranties or conditions of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed in respect of the Open Source Software, except to the extent such disclaimer is not permitted under the applicable law. In no event shall the licensor of such Open Source Software or contributors thereto, or TCS be liable for any direct, indirect, incidental, special, exemplary, or consequential damages howsoever caused and under any theory of liability, whether in contract or tort, strict liability, liability against negligence or otherwise, arising out of or connected with the use of such Open Source Software, even if advised of the possibility of the same. . This License Agreement does not alter any rights or obligations, Licensee may have under the relevant OSS License Agreement. Subject to the terms and conditions of the relevant OSS License Agreement, Source Code of the Open Source Software shall be made available to Licensee if so mandated under the relevant OSS License Agreement. In the event of any conflict between the terms of this Agreement and those in the relevant OSS License Agreement, the terms of the OSS License Agreement shall prevail with respect to use of that relevant Open Source Software.

## 20. TRAINING:

- 20.1 In the event if the Licensee requires training in respect of the Licensed Material, it shall be chargeable and shall be subject to mutual terms and conditions that would be agreed between the Parties. If TCS agreed to impart training, the training material shall be supplied only electronically.

## 21 Tata Code of Conduct

The business activities of TCS are self-regulated by the "Tata Code of Conduct" a copy of which is available at link

<http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=>

Customer undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counsellor or the Principal Ethics Counsellor of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

<p style="text-align: center;"><b>Licensee</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p>
---

<p style="text-align: center;"><b>Tata Consultancy Services Ltd.</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p>
---

**SCHEDULE A – TCS MasterCraft™ Products (SOFTWARE TOOLS)**

(To be updated on the first day of every quarter starting Jan, April, July and Oct).

**Product List**

1	Application Lifecycle Manager
2	Scrum Manager
3	Test Manager
4	Test Automation Manager
5	Application Performance Tester
6	Java Profiler
7	Application Analyzer
8	Application Transformer
9	Data Transformer
10	Application Quality Analyzer
11	Application Portfolio Manager
12	Enterprise AppsMaker
14	InstantApps
14	Data Masker
15	Volume Data Generator
16	Test Data Manager
17	Dynamic Data Masker
18	Data Quality Manager
19	Data Profiler
20	Data Modeller
21	Enterprise Data Manager

**IN WITNESS WHEREOF**, the Parties hereto have caused this **Schedule A** to be executed by their duly authorized representatives as of the Effective Date.

**Licensee**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Tata Consultancy Services Ltd.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE B – PRODUCT APPENDIX FORMAT - Tool License Agreement (TLA)****1. Product (Software Tools and license fees)**

The subject of this Appendix and the Product to be delivered to the Licensee by TCS for the Use in accordance with this Agreement is:

Sl#	Name of the Licensed products	Version #	No. of Licenses	Initial License Fee (\$)	Initial license Period (Perpetual/Term)	Start Date	End Date
1					<i>Term</i>	<i>Start date</i>	<i>End date</i>
2					<i>Perpetual</i>	<i>Start date</i>	<i>Unless terminated in accordance with this Agreement</i>
			<b>Total (\$)</b>				

The License Fees above are in \_\_\_\_\_(*name of the currency*) and are exclusive of taxes.

**Maintenance Services**

The Maintenance Services will be governed by separate annual maintenance services agreement to be executed between Licensee and TCS or its Affiliate

(\* TCS shall be entitled to revise its annual maintenance services fees with an interval of not less than three years each time.)

**Changes of the License Fees**

Any Upgrade of above product may lead to a change of the License Fees.

**2. Other Fees**

*Mention if any other fees applicable. Please remove if not applicable*

Sl #	Service type (Professional, Training etc.	Description of Services	Start date	End date	Fee (\$)
1					
2					
				<b>Total (\$)</b>	

**Payment milestones**

Sl#	Milestone Description	Milestone Date	Initial License Fee	Special Conditions
1	<i>Mention the payment milestones such as execution of the agreement, installation etc..</i>	<i>Payment milestone date</i>	<i>XXX%</i>	<i>Mention if any condition is attached to fees other than Clause 4 of the Master license</i>

				<i>agreement</i>
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### 3. Licensed Operations

The license granted pursuant to clause 2.2 of this Agreement is limited to the scope of the Licensee's business o

SI #	Product name	Licensed Territory	Type of subscription	<u>Licensee's Division/Department/Project</u>	Authorized Users	Permitted Sites
1	<i>Mention name of the Product</i>	<i>Mention name of the licensed territory</i>	<i>Provide the Type of subscription Named/Concurrent/Seats/Processor</i>	<i>Provide the Licensee's Division / Department / Project details permitted to use the license</i>	<i>Internal : External:</i>	<i><u>Location and Machine Identification</u></i>
2						

described in the following table

### 4. Exclusions

The following programs or Additional Software that will be necessary for the Licensed Operations of the Product will not form part of this Agreement and will be procured by the Licensee separately:

Product / Software Name	Version
<i>Mention name of the software/product which is not part of this contract</i>	<i>Version number</i>

### 5. Target Environment

Product Name	Hardware	Software
<i>Mention name of the Licensed software/product</i>	<i>Mention name of Target Hardware Environment</i>	<i>Mention name of Target Software Environment</i>

### 6. Delivery

Unless agreed otherwise by Parties, the target delivery date(s) for the Product and Licensed Material are as follows.

Date	Description
<i>Mention the date</i>	<i>Mention what is likely to be delivered. This delivery could be delivery of product, installation, user manual, supports etc.</i>

7. Grand Total

	\$
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- **Taxes and Fees**

In addition to the License Fees the Licensee shall pay the due taxes and fees, including VAT, withholding tax and any other taxes applicable. Those taxes and fees shall be invoiced in addition to the License Fees

**IN WITNESS WHEREOF**, the Parties hereto have caused this **Schedule B** to be executed by their duly authorized representatives as of the Effective Date.

<p style="text-align: center;"><b>Licensee</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p>
---

<p style="text-align: center;"><b>Tata Consultancy Services Ltd.</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p>
---

**SCHEDULE C**

OPEN SOURCE SOFTWARE CONTAINED IN THE LICENSED MATERIAL  
(This list should be approved by OSS Compliance team)

S L #	Open Source components	Version/Release/Build	URL for Open Source Component	Open Source License format	Licence Agreement (Please see the document on the following URL)	Copyright Notices
1	Name of the open source components			License type such as GPL V1, GPL V3, LGPL, apache etc..	URL of the Open source components such as For GPL V3 the URL is <a href="http://www.gnu.org/licenses/gpl-3.0.html">http://www.gnu.org/licenses/gpl-3.0.html</a>	

**SCHEDULE D**

THIRD PARTY SOFTWARES (IF ANY) CONTAINED IN LICENSED MATERIAL  
Mention name of the any third party product used in this licensed product while development

SL #	Name of the product	Licensed by	License Terms
1	Name of the third party product	Product licensed by	



## EVALUATION LICENSE AGREEMENT

THIS EVALUATION LICENSE AGREEMENT ( "**Evaluation License**" or "**Agreement**" ), is entered into as of \_\_\_\_\_ (the "**Effective Date**") by and between Tata Consultancy Services Limited, having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400 001, India ("**TCS**") and \_\_\_\_\_, with its office located at \_\_\_\_\_ ("**Licensee**").

Licensee and TCS are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

**1. EVALUATION LICENSE**

a) Subject to the terms and conditions set forth in this Agreement, and in consideration of the Licensee's acceptance thereof, and payment by the Licensee of the applicable Evaluation License Fees and other charges, if any, agreed herein, TCS hereby grants to Licensee a non-exclusive, personal, non-transferable, non sub licensable, non-commercial, limited in time license to use the software and related documentation (collectively, the "Licensed Material") as specified in **Schedule A** only for the limited purpose of Licensee's internal evaluation and testing of the Licensed Materials and not for production or other productive use in any manner whatsoever and in accordance with the instructions and guidelines provided in the accompanying documentation, or as may be specified by TCS from time to time. All fixes, patches, upgrades and updates for the Licensed Materials that TCS may (in its sole discretion) provide to Licensee, if any, shall be deemed to be the part of and treated as Licensed Materials hereunder. Licensee expressly acknowledges that the Licensed Material may include an internal clock function that may cause the Licensed Material to become inoperable at the end of the evaluation period and that access to and use of the Licensed Materials after expiration of the evaluation period may be prevented.

b) In particular, and without limitation, the Licensee shall NOT and shall not permit others to:

- use, copy or modify, enhance or create derivative works of the Licensed Material or any portion thereof, except as expressly permitted in this Agreement;
- sell, license, sublicense, assign, transfer, distribute or timeshare the Licensed Material or otherwise grant any right under this Evaluation License to any third party, without the prior written consent of TCS;
- reverse engineer, disassemble, de-compile, tamper, recreate, enhance or modify the Licensed Material or any part thereof;
- remove, alter, obscure or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Licensed Material or any component thereof;

c) Licensee shall be responsible for all activity occurring under its control and ensure that they abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Licensed Material, including those related to data privacy, international communications and the transmission of technical or personal data. Licensee shall not export or re-export any software or technical data (or direct products thereof) provided under this Agreement in violation of any applicable export control laws and regulations.

d) Licensee remains responsible for any and all data, test data, test scripts, information, materials and content of any database input / uploaded / stored / processed or otherwise made available by it and transmission / transfer / archival / conversion of any and all data (including personally identifiable data) and/or introduced into the Licensed Software, by or on behalf of the Licensee ("**Licensee Data**"). All rights, title and interests in the Licensee Data shall always remain with Licensee and TCS shall not have any rights in the Licensee Data. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Licensee Data, and TCS shall not be responsible or liable for the deletion, corruption, correction, destruction, damage, loss or failure to store or process any Licensee Data. Licensee agrees that all Licensee Data will be in format compatible with the Licensed software. No data back-up or service is made available under this Agreement.

Licensee agrees that TCS and its affiliates may collect and use technical information gathered and resulting from the evaluation of the Licensed Material and any reports or feedback if any provided by the Licensee to TCS to improve the Licensed Material or its functionalities.

e) Licensee agrees that TCS may, upon notice of at least five (5) days, audit Licensee's use of Licensed Material for compliance with the terms & conditions of this Agreement and agrees to provide access to sites/equipment where Licensed Material is used/installed and supply all relevant information necessary for such audit. If any audit reveals Licensee to be in breach of this Agreement or any Schedule hereunder, Licensee shall be liable to pay TCS immediately on demand additional License Fee, equal to two times the applicable license fee as per then current TCS price list, with respect to the increased or extended use of the Licensed Material revealed by the audit along with all costs associated with such audit. Payment of the amounts as stated above shall not release the Licensee from its contractual obligations. TCS and/or its licensors expressly reserve the right to claim damages without prejudice to other rights it may have.

f) Should the Licensed Material be used beyond the license set out in this clause 2, TCS shall be entitled to terminate the license granted hereunder in respect of such Licensed Material, without prejudice to any other rights or remedies TCS may have under this Agreement or otherwise.

**2. EVALUATION LICENSE FEES**

The Licensee agrees to pay TCS the non-refundable Evaluation License Fees and expenses, if any, specified in **Schedule B**. All amounts payable to TCS are exclusive of any Taxes, levies or duties of any nature or kind. Licensee shall remit

payment to TCS against TCS invoice in advance, on or before the date of receipt of the License Material or otherwise within the timeframe specified in Schedule B.

### 3. CONFIDENTIALITY

In connection with this Agreement, Licensee and its employees may have access to private and confidential information owned or controlled by TCS relating to the Licensed Material specifications, development plans, user documentation, pricing and other data, further the Licensed Material includes TCS's confidential and proprietary information and materials and may include trade secrets. Licensee agrees to hold the Licensed Material and all information and data relating thereto (collectively, the "Confidential Information") in confidence. Licensee may (i) use the Confidential Information only for the purpose stated in Section 1(a), and (ii) disclose the Confidential Information only to its employees who have a need to know and who have been advised of and are bound by confidentiality obligations no less protective than the provisions herein. Licensee agrees to take reasonable steps to protect the Confidential Information from misappropriation or misuse. Licensee shall notify TCS immediately if Licensee learns of any misappropriation, or unauthorized use or disclosure of the Confidential Information. However, this restriction does not apply to information which: (a) Licensee independently developed without reference to or use of the Confidential information of TCS; (b) is in public domain without breach of the confidentiality obligation or made public by TCS; (c) is disclosed with TCS' prior written approval; or (d) is revealed pursuant to court order or process of law provided Licensee gave as much advance written notice to TCS as possible regarding the disclosure and cooperated in obtaining injunctive reliefs against such disclosure.

### 4. OWNERSHIP AND PROPRIETARY RIGHTS

Licensee acknowledges and agrees that TCS and/or its licensor(s) own all right, title and interest in or attached to the Licensed Material, including without limitation, in or attached to any enhancement, modifications, upgrades and any derivative works thereof howsoever made, including all worldwide patent rights, copyright rights, trade secret rights, and other intellectual property rights (collectively, "Intellectual Property Rights") therein and that Licensee gains no right, title or interest in and to any of the foregoing by virtue of this Agreement other than the non-exclusive right of use for the Licensed Materials granted herein. Any comments or feedback that Licensee provides regarding the Licensed Materials shall become TCS and its licensors' exclusive property which TCS and its licensors may use without restriction, payment or accounting to Licensee, including without limitation, in product releases or further product developments

### 5. OPEN SOURCE SOFTWARE

The Licensed Material may contain Open Source Software components as listed in **Schedule C** attached hereto ("OSS"). Licensee hereby agrees and acknowledges that any use of these OSS items shall always be governed by and subject to the terms and condition of the relevant OSS License Agreement identified in Schedule C. In the event of any conflict between the terms of this Agreement and those in the relevant OSS License Agreement, the terms of the OSS License Agreement shall prevail with respect to use of that relevant OSS.

**6. THIRD PARTY SOFTWARE** Licensed Material may contain third party software components. Third party software, if any, contained in this Licensed Software and the use thereof, shall be subject to the terms and conditions of the respective third party vendor(s)/licensor(s). The license agreement/s in respect of the embedded third party software, is/are provided under **Schedule D** hereunder.

### 7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

The Licensed Material and information, including without limitation, Confidential Information and any third party software component (if any) contained in the Licensed Material, is/are provided "AS IS" without any warranty of any kind, whether expressed or implied, including, but not limited to, any implied warranty of merchantability, non-infringement, fitness for a particular purpose, system integration, accuracy, reliability, error-free, un-interruption, support (unless otherwise specified), correction, repair or otherwise. In no event shall TCS or its Licensor or any third party be liable for any direct, indirect, incidental, special, exemplary or consequential damages suffered by Licensee or any third party (including but not limited to, use or loss of use; loss or damage of data, lost profits, business, revenue, goodwill or anticipated savings; business interruption; procurement of substitute goods or services) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising from or as a result of using the product, even if advised of the possibility of such damage.

### 8. TERM AND TERMINATION

a) The evaluation period begins on the Start Date mentioned in the Schedule A and ends upon the earliest of (i) the End Date specified in the Schedule A, or (ii) the date on which the software program included in Licensed Material automatically disables, or (iii) the date of termination of this Agreement in accordance with the provisions herein.

b) Either party may terminate this Agreement for any reason immediately upon notice with no obligation or liability of any kind on the part of the other party except as to which has already accrued or otherwise agreed to under this Agreement. In the event of termination or expiration of this Agreement, Licensee shall cease to use and return to TCS all Licensed Material and Confidential Information, in whatever form disclosed hereunder, immediately upon expiration or termination of this Agreement (unless Licensee executes TCS' standard commercial license agreement for the Licensed Material). All copies of Licensed Material and Confidential Information made by Licensee shall be turned over to TCS and deleted from Licensee's computer systems in the event of termination or expiration of this Agreement and Licensee shall certify in writing its

compliance with this paragraph to TCS within five (5) days of termination or expiration of this Agreement. The provisions of Sections 1(b),(c),(d), 2, 3, 7, 8(b), 9(a),(c),(d),(e) and (f) shall survive expiration or termination of this Agreement.

## 9. MISCELLANEOUS

- a) **Indemnification:** Licensee agrees to indemnify and hold TCS and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand or expense, including reasonable attorneys' fees, due to or arising out of use by TCS of any material provided by or on behalf of Licensee, Licensee's use of the Licensed Material in a manner contrary to the provisions of this Agreement and documentation or any matters connected therewith.
- b) **No Assignment:** Licensee shall not sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of TCS. Any assignment in violation of this sub-clause shall be void.
- c) **Waiver:** Either Party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.
- d) **Governing Law & Jurisdiction:** This Agreement shall be governed by laws of India, without giving effect to the conflicts of law principles thereof. Courts in Mumbai shall have the exclusive jurisdiction over any matter arising out of or connected with this agreement.
- e) **Notices:** All notices provided for or permitted under this Agreement shall be deemed effective upon receipt, and shall be in writing and (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by certified or registered mail, postage prepaid and return receipt requested, to the Party to be notified, at the address for such Party set forth below, or at such other address of such Party specified in the opening paragraph of this Agreement. Notices to Licensee shall be sent to the attention of the attention of \_\_\_\_\_, at \_\_\_\_\_<insert Licensee Notice address> \_\_\_\_\_ Fax \_\_\_\_\_ . Notices to TCS shall be sent to the attention of its \_\_\_\_\_ at \_\_\_\_\_<insert TCS Notice address> \_\_\_\_\_ - Fax: \_\_\_\_\_, with a copy shall be sent to the General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400001, India.
- f) **Severability:** If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties.
- g) **Entire Agreement:** This Agreement along with its Schedules shall constitute the complete agreement between the Parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

_____ ("Licensee")	TATA CONSULTANCY SERVICES LTD. ("TCS")
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**SCHEDULE A**  
**LICENSED MATERIAL, EVALUATION TERM**

S. No.	Licensed Material & Version (if any)	Start Date	End Date
	<i>Mention name of the Software &amp; Version and details of Documentation and Version</i>	<i>Evaluation Period Start Date</i>	<i>Evaluation Period End Date</i>
1	_____ v x.xx		
2	Documentation		
3	Installation Guide v x.xx		
4	User Manual v x.xx		

**SCHEDULE B**  
**EVALUATION LICENSE FEE & TERMS OF PAYMENT**

Evaluation License Fee	
Any other charges	
<b>Total</b>	
Payment Milestones	

The License Fees above are in USD and are exclusive of any and all taxes, levies, duties, etc.

**SCHEDULE C**  
**DETAILS OF OPEN SOURCE SOFTWARE (OSS) COMPONENTS**

Component	Version	Home Page	License	License URL	Copyright Notices

**SCHEDULE D**  
**THIRD PARTY SOFTWARE PRODUCTS CONTAINED IN LICENSED MATERIAL**

S. No.	Name of the product	Licensed by
1	<i>Name of the third party product</i>	<i>Product licensed by</i>